DOCUMENT RESUME

ED 278 349 HE 020 037

TITLE Collective Bargaining Agreement between the Board of Trustees for the Nebraska State Colleges and State College Education Association/NEA, 1983-June 30, 1986.

INSTITUTION National Education Association, Washington, D.C.; Nebraska State Colleges, Lincoln.

PUB DATE 83

NOTE 16p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC01 Plus Postage.

DESCRIPTORS Academic Rank (Professional); Arbitration; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Job Layoff; Leaves of Absence; Nontenured Faculty; Personnel Policy; *State Colleges; Summer Schools; Teacher Salaries; Tenure; Unions

IDENTIFIERS National Education Association; *NEA Contracts; *Nebraska State Board of Trustees; Tuition Benefit Programs

ABSTRACT

The collective bargaining agreement between the Board of Trustees for the Nebraska State Colleges and the State College Education Association Chapter (400 members) of the National Education Association covering the period 1983-June 30, 1986 is presented. Items covered in the agreement include: unit recognition, nondiscrimination, grievance and arbitration procedure, starting salaries by rank, faculty salary increases in case of rank promotions, salary increases for faculty earning new doctorates, compensation for overload and summer sessions, fringe benefits, tuition remission to spouse and dependent children, use of facilities and services, association activities, reduction in force, criteria for layoff of employees, payroll deductions, tenure, and dismissal of tenured and nontenured faculty members. Minimum faculty salaries by rank are indicated for 1983-1984, 1984-1985, and 1986-1987. (SW)

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ED278349

COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF TRUSTEES FOR THE NEBRASKA STATE COLLEGES AND STATE COLLEGE EDUCATION ASSOCIATION/NEA

for the period 1983 - June 30, 1986

NE020037

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AGREEMENT

This Agreement between the Board of Trustees for the Nebraska State Colleges (hereinafter referred to as the Board) and the State College Education Association (hereinafter referred to as SCEA) is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement on the three state college campuses regarding the bargaining unit hereinafter described.

ARTICLE I.
RECOGNITION

Section 1. The Board recognizes the SCEA as the exclusive bargaining agent for all ranked instructional personnel employed full-time and part-time tenured employees employed by the Board of Trustees of the Nebraska State Colleges, who perform teaching duties at the three state colleges located at Kearney, Peru and Wayne, Nebraska, excluding librarians, employees on terminal contracts, full-time department and division chairmen, and all other administrative personnel. A listing of the job classifications, by campus, constituting exclusions from the bargaining unit is attached hereto as Appendix A-1 through Appendix A-3 and hereby made a part of this agreement.

Section 2. The Board agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the employees covered by this agreement during the term of this agreement.

ARTICLE II.
NONDISCRIMINATION

The Board and SCEA fully agree that no preference or discrimination shall be shown by either the Board or SCEA for or against any employee covered by this Agreement in regard to race, color, creed, national origin, age, ancestry, sex, religion, or affiliation or non-affiliation with SCEA all as provided by law.

ARTICLE III.
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The grievance and arbitration procedure set forth herein is designed to provide a method to resolve differences involving the interpretation or application of this contract. Time limits provided herein should be adhered to unless modifications are agreed to be the parties to the grievance.

Section 2. A faculty member shall have the right to have a SCEA representative participate in any step of the grievance and arbitration procedure.

Section 3. A grievance is hereby jointly defined to be any claim (request or complaint) by a faculty member, a local chapter of the SCEA, or SCEA regarding terms and conditions of employment.

Section 4. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the dates of the act or acts, the identity of the party or parties alleged to have caused the grievance, the specific provisions of the

agreement that are alleged to have been violated, and the remedy which is sought.

Section 5. A grievance initiated by a faculty member shall be processed in the following manner:

(a) Step 1. Any faculty member within the bargaining unit covered by this agreement believing that he has a grievance shall discuss the grievance with his immediate supervisor in an attempt to settle the grievance. The faculty member's immediate supervisor shall then have ten (10) calendar days to respond to the grievance and give an answer to the faculty member. A grievance must be initiated promptly within no more than ten (10) days after the party aggrieved shall have knowledge or should have had knowledge of the facts giving rise to the grievance.

(b) Step 2. A grievance not settled in Step 1, which the faculty member wishes to pursue further, shall be put in writing in accordance with Section 4 of this Article and submitted to the dean or other appropriate person as described in Appendix B-1 through Appendix B-3 attached hereto. This appeal must be initiated promptly and must be filed within ten (10) calendar days after receipt of the answer provided for in Step 1 above. If an answer is not received within ten (10) calendar days after filing of this appeal, the grievant may proceed to the next step, Step 3.

(c) Step 3. Any grievance which the faculty member wishes to pursue and which has not been settled in Steps 1 or 2 above, and after all levels of administration below the campus president, as described in Appendix B-1 through Appendix B-3 have been contacted, shall be appealed by filing with the faculty grievance committee on the faculty member's campus. This appeal must be filed within ten (10) calendar days after the last answer is received under Step 2 above. It is specifically agreed that the faculty grievance committee shall be authorized only to hold a hearing to admit and consider evidence submitted by the parties. The faculty grievance committee, following its own procedures, and in accordance with this Agreement, shall submit its findings and recommendations to the campus president and the grievant within fifteen (15) calendar days after receipt of the grievance and if such findings and recommendations are not received within fifteen (15) calendar days, the grievant may proceed to the next step in the grievance procedure. If the recommendations or findings are received within fifteen (15) calendar days, then the campus president shall render his decision within ten (10) calendar days, or if the grievance is not satisfied, then the grievant may proceed to the next step in the grievance procedure, within ten (10) calendar days.

(d) Step 4. A grievance not settled in steps 1, 2 or 3 above which the faculty member wishes to pursue may be appealed to the board by filing with the executive officer of the Board within thirty (30) calendar days of receipt of the campus president's decision a copy of the grievance and all prior written responses. The Board shall, within its normal

order of business, decide whether or not to hear the grievance and notify the grievant of its decision. If the Board's decision is to hear the grievance, the notification should include a statement with respect to whether the Board wishes further information from the grievant or whether it will grant a personal hearing before the Board, or designated officer, and the time, place and nature of any such hearing. If the Board's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under applicable State and Federal laws, or, by mutual agreement of the parties, through binding arbitration.

Section 6. In the event that a local chapter of SCEA wishes to file a grievance, that filing shall be directed to the local campus president, who shall have fifteen (15) calendar days in which to respond. If the grievance is not satisfied, the local chapter may appeal to the Board by filing with the executive officer of the Board within ten (10) calendar days of receipt of the campus president's response a copy of the grievance and the president's response. After receipt of the grievance by the Board's executive officer, the Board shall, within its normal order of business, give notice to the local chapter of its decision to remedy or not remedy the grievance. The Board may provide for a hearing before giving notice of its decision. Terms and conditions of the hearing must be agreed upon by the parties involved. If the Board's decision fails to satisfy the local chapter, they may continue to seek relief under applicable State and Federal law, or, by mutual agreement of the parties, through binding arbitration.

Section 7. In the event that the SCEA wishes to file a grievance, that filing shall be directly with the executive officer of the Board, with copies to each president of colleges covered by this agreement. After receipt of the grievance by the Board's executive officer, the Board shall, within its normal order of business, give notice to the SCEA of its decision. The Board may provide for a hearing before giving notice of its decision. Terms and conditions of the hearing must be agreed upon by the parties involved. If the Board's decision fails to satisfy the SCEA, they may continue to seek relief under applicable State and Federal law, or, by mutual agreement of the parties, through binding arbitration. The arbitrator shall be selected by a process agreed to by the parties.

WAGES

Section 1. It is agreed that SCEA President may submit information and ideas on budgetary matters to the Board for its consideration in setting the annual budget request. Upon an appropriate request from the SCEA President, he or she shall be placed on the agenda for a Board or Board subcommittee meeting prior to the time the Board decides on its final budget request. Copies of the instructional services materials submitted to the Department of Administrative Services on or before September 15 shall be provided by the Board Executive Officer to the SCEA President prior to the Budget Committee and Legislature's action.

Section 2. A copy of the instructional services portion of the budget shall be provided by the Executive Officer of the Board to the SCEA President promptly after final approval by the Legislature and the Governor.

Section 3. As soon as is reasonably possible and mutually convenient after the dates of final approval of the State College budget by the Legislature and the Governor, the contract will be reopened for negotiations as provided for in Article XIV, Section 2.

Section 4. Salary dollars will be distributed for the 1983-84 academic year as follows:

(a) In cases of rank promotions, faculty will advance to the new salary floor or will receive Five Hundred Dollars ($500.00), whichever is higher. There will be an increase in rank promotion base or minimum for 1984-85 and subsequent years of this agreement at a rate no less than the basic increase not including salary improvement dollars in each rank average minus 1%. The 1983-84 salary minimums shall apply to all personnel beginning work prior to July 1, 1982. Maximums apply to all personnel.

		Annualized BASE	MAXIMUM
1.	Instructor	$14,100	$20,325
2.	Assist. Professor	$17,485	$24,395
3.	Assoc. Professor	$20,445	$29,470
4.	Professor	$24,535	

Note: New hire faculty minimums are found in (c).

(b) Faculty earning new doctorates, and who are not promoted in the same year, will be awarded an additional $1,000; provided, however, that in the case of prior increases made for steps in preparation for the doctorate, a faculty member will receive no more than a total of $1,000 when the doctorate is obtained. New doctorates must be completed prior to September 1, 1983, (or the appropriate contract year), in order to receive the $1,000.

(c) New faculty shall not be hired at rates less than the salary minimum provided for, i.e. Instructor $13,500; Assistant Professor $16,800; Associate Professor $19,650; Professor $23,580. There will be an increase in rank to the new hire base or the minimum for 1984-85 and subsequent years of the agreement at a rate no less than the basic increase not including salary improvement dollars in each rank average minus 1%. In the event of any deviation from such salary rates, the local president will furnish the name and salary of such new faculty member to the local chapter president and explain in writing the salary and rank placement which is inconsistent with the negotiated minimums and board promotion policy.

(d) The board agrees to submit a 1984-85 budget request for:

1. A substantial budget increase of $350,000 in faculty salary improvement funds for the purpose of moving toward salary comparability on a rank average basis at Kearney State, Peru State and Wayne State Colleges.

Any unrestricted salary improvement dollars appropriated to each campus by the Legislature for 1984-85

shall be distributed between the bargaining unit faculty and support staff on a ratio identical to that submitted in the budget request of each college. The amounts consisted of $350,000 to bargaining unit faculty. (KSC - $227,934; PCS - $9,782; WSC - $112,28480. $60,000 - Other faculty, and $438,755 for State College Support Staff.

2. A one percent (1%) increase in budget for state paid retirement benefits, from the present six percent (6%) to seven percent (7%).

3. An across the board increase consistent with recommendations for all employees by the Governor and the Legislature.

4. All increases are to be based on satisfactory performance.

(e) The board will submit budget proposals to the Legislature and Governor through the 1986-87 budget request which will achieve salary comparability by the 1986-87 budget year with a reference group to be determined.

Section 5. There is established a joint SCEA-Board study group to propose a reference group or groups which would be submitted not later than June 1, 1984 for Board of Trustees and SCEA Board approval. In the event that both cannot agree upon a common reference group, then the provisions of Article XIV, Section 2, will apply.

Section 6. Appointment letters subject to Board approval specifying salaries shall be issued to bargaining unit members as soon as possible after negotiations have been completed but in no event later than fifteen (15) days after salaries are set. Salaries agreed to shall constitute minimum salaries, and any salary offered to a faculty member below the negotiated salary range is a violation of this agreement.

Section 7. The Board shall provide lists of all bargaining unit members' salaries to the SCEA President immediately after the Board has formally approved the salaries of the bargaining unit members.

Section 8. Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or expanded campus classes, shall be computed at the rate of two (2%) percent of the faculty members academic year salary per credit hour, or four hundred dollars ($400.00) per credit hour, whichever is greater. If travel is involved, the faculty member shall be provided compensation for travel time to and from the teaching assignment, and for meals and lodging if necessary.

Section 9. Wages for summer classes shall be computed at the rate of two and one-half (2-1/2%) percent of the faculty member's academic year salary per credit hour, not to exceed twenty (20%) percent of the year's salary for an eight (8) week session or twenty-five (25%) percent for a ten (10) week session, provided that Peru State Colege may pay a smaller percentage if there are less than eight (8) students enrolled in a class. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term. Local SCEA chapters shall be advised regarding such adjustments, and the criteria used will be filed with the Board office.

Section 10. Letters of commitment for regular summer sessions shall be issued

to faculty and presented to the Board, prior to March 1 preceding those summer sessions, for approval at the next scheduled Board meeting. Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs.

Section 11. Local campus presidents shall provide local SCEA chapter presidents with lists of summer salaries drawn from allocated summer session fee dollars before April 1 prior to the summer session. Changes in such lists shall be updated by August 1 of the same year.

ARTICLE V.
FRINGE BENEFITS

Section 1. The Board shall request in their budget continued funding for hospitalization insurance and life insurance. Prior to putting any insurance contract out for bid to insurance companies, the Board shall consult with SCEA in regard to specifications of such contracts.

Section 2. The retirement plan presently in effect shall be continued and the Board shall take no action to decrease the benefits under the present retirement plan during the term of this contract.

Section 3. The Board and SCEA shall work together to design options that could enable early retirement, and collect information with respect to other benefit programs.

Section 4. Sick leave for members of the bargaining unit shall accumulate at the rate of twelve (12) days per academic year. The accumulation of sick leave shall begin the first day of the first complete calendar month of employment, and unused sick leave may be accumulated up to and including ninety (90) working days. Campus administrations may require proof of illness. Campus administrations shall remunerate currently employed faculty members replacing colleagues on sick leave for more than two weeks at an overload pay rate, when the academic vice president considers such remuneration to be warranted and reasonable.

Section 5. A 25% tuition remission to immediate family (spouse and dependent children) on a space available basis to be effective January 1, 1984 is available to members of the bargaining unit.

ARTICLE VI.
USE OF FACILITIES AND SERVICES

Section 1. Duly authorized representatives of SCEA shall be permitted to transact official SCEA business on college property at reasonable times, provided that such business shall not interfere with or interrupt normal college operations or the responsibilities of faculty members.

Section 2. The SCEA and its local chapters shall continue to have access to use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.

ARTICLE VII.
ASSOCIATION ACTIVITIES

Section 1. It is specifically agreed that SCEA President shall provide the Executive Officer of the Board and each campus president with the names of the

members of the SCEA negotiating team. Likewise, the Executive Officer of the Board shall provide the SCEA President with the names of the Board negotiating team by December 1.

Section 2. SCEA officers, members of the Negotiations Counsel, and team members shall be granted leaves of absence without loss of salary to participate in negotiation sessions with the Board. Campus administrations must be informed of and approve such leaves through the usual leave practices or procedures.

Section 3. The Executive Officer of the Board shall advise the SCEA President at the time of the distribution of normal meeting call of open meetings of the Board; and shall provide the Association with a copy of the advance agenda for each meeting as available.

Section 4. It is specifically agreed that the Executive Officer of the Board will make available to the SCEA President an official copy of the initial minutes of each meeting of the Board along with the complete written President's Reports to the Board as soon as possible after such minutes and reports are available.

ARTICLE VIII.
REDUCTION IN FORCE (LAY OFF)

Section 1. It is specifically agreed that whenever a reduction in force is necessary due to nonviability of programs, financial exigency, over-staffing or by direction of the Legislature, a faculty advisory committee shall be established on the affected campus to provide recommendations to the campus administration. In each instance the faculty advisory committee shall be established by the college president on the affected campus, the members of the committee shall be recommended by the faculty and such advisory committee shall contain SCEA representatives. In each instance, the faculty advisory committee shall provide recommendations to the campus administration regarding program viability and within the time limits established by the administration. It is specifically agreed that the faculty advisory committee recommendaion shall be advisory only and that any final decisions regarding the necessity of reduction in force shall be reserved to the administration and Board.

Section 2. It is specifically agreed that the decision as to when a reduction in force is necessary due to non-viability of programs, financial exigency, over-staffing, or by direction of the Legislature is reserved to the administration and Board. When reduction in force becomes necessary, the Board, or the campus administration shall inform SCEA of that fact in writing. It is specifically agreed that the administration and Board decision that reduction in force is necessary due to non-viable programs, financial exigency, over-staffing or by directon of the Legislature shall not be subject to the greivance and arbitration procedures of this contract; provided, however, that disputes arising under Sections 4 and 5 of this Article are grievable.

Section 3. The campus administration will make an effort to avoid a layoff as provided below by use of attrition wherever possible.

Section 4. In laying off faculty in accordance with the order listed in Section 5 of the Article, the following criteria shall be utilized:

(a) Program viability shall be the controlling consideration in all instances.
(b) A reduction in force shall be made in such a way that the remaining members of the faculty possess necessary

qualifications to perform assigned duties needed for offering a viable program.

(c) Faculty members with higher academic preparation, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service to the college shall be retained.

Section 5. It is specifically agreed that faculty shall be laid off in the folowing order after the programs have been arrived at under Section 4.

(a) Employees over required retirement age who were given extended employment
(b) Temporary part-time
(c) Temporary full-time
(d) Regular part-time
(e) Regular full-time non-tenured
(f) Regular full-time tenured faculty

Section 6. Tenured employees who are laid off shall retain recall rights for two years following the layoff. Before hiring new faculty at any state college, such college administration will provide an opportunity for faculty members who have been laid off less than one year to be interviewed by the hiring state college. This obligation shall be carried out by posting the notices of such vacancies at the other two state colleges covered by this agreement.

Section 7. Before laying off any individual pursuant to this section, the college administration shall make a reasonable effort to place that individual in another position within the college.

ARTICLE IX.
PAYROLL DEDUCTIONS

Section 1. The Board agrees to deduct membership dues established by SCEA from the salary of any bargaining unit employees authorizing such deduction in writing.

Section 2. SCEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues, to the college president of each campus no later than October 5 of each year.

Section 3. Said authorized deduction shall be made from the monthly pay of each member beginning in October and ending in June of each year.

Section 4. The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of SCEA, together with an itemized statement containing the names of the faculty members from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits. These deductions shall be made beginning in October and ending in June of each year.

Section 5. Each faculty member's written authorization shall be valid for the

association year.

Section 6. If dues are deducted and remitted to the SCEA and its local Chapters in accordance with the procedure specified in Sections 1, 2, 3, 4 and 5 above, the Association shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

ARTICLE X
TENURE

Section 1. The terms and conditions of every appointment to the faculty will be stated or confirmed in writing and a copy will be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

Section 2. Only faculty members who have the rank of Assistant Professor or higher are eligible for tenure status. No one will be hired into a rank who does not meet the promotion criteria for that rank. Special appointees clearly limited to a brief association with the institution and reappointments of retired faculty members on special conditions are not eligible for tenure.

Section 3. The earliest time that a faculty member may be offered tenure is following four years of probationary service, full time equivalent in teaching and instruction. The normal period of probation after which a faculty member may be offered tenure is seven years. Only in unique and unusual circumstances shall a faculty member be permitted to continue on probation for more than seven years. Ordinarily they should qualify for a tenure offer, be allowed to resign, or be terminated by the end of the seventh year of service. Persons denied tenure at the end of seven years may grieve such denial.

Section 4. The faculty member will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in tenure decisions. Any special standards or procedures adopted by the faculty member's department or school will also be brought to his attention. The faculty member will be advised of the time when tenure decisions are ordinarily made and will be responsible for submitting material which he believes will be helpful to an adequate consideration of his circumstances.

ARTICLE XI
DISMISSAL

Section 1. Non-tenured faculty serve at the discretion of the campus presidents and the Board. The decision not to renew the contracts/employment of a non-tenured faculty member shall be communicated to him through a personal conference prior to March 1 and with written notice prior to March 1, in the case of the first year of service, and not later than December 15 of subsequent academic years of service if the appointment expires at the end of that year. When a recommendation or a decision not to renew an appointment of a non-tenured faculty member has first been reached, the faculty member involved will be informed of that recommendation or decision in writing by the body or individuals making the initial recommendation or decision, and, if he so requests, he will be advised of the reasons which contributed to that decision. The faculty member may request a reconsideration by the recommending body or individuals.

Section 2. Tenured faculty members may be dismissed only for just cause,

including, but not limited to, the following: (a) professional, physical or mental incompentence; (b) unprofessional conduct, (c) unlawful conduct; (d) immorality; (e) continuous disregard for established procedure; (f) insubordination; (g) neglect of duty; (h) violation of the statement of academic responsibility set forth in the Board Policy Manual.

Section 3. When it is anticipated that a tenured college faculty member will not have his contract renewed, the appropriate department/division head or chairman should discuss the matter with him in a personal conference prior to December 10. The matter may be reconciled by mutual consent at this point.

Section 4. If the matter of the tenured faculty member's termination is not resolved by personal conference, the president of the college shall give such faculty member notice in writing no later than December 15 of an intention not to renew his appointment. Should dismissal prior to the end of an appointment year be required, notice will be given as soon as it is determined that such action is necessary. Notice shall include the reason for considering termination in sufficient detail so as to fully inform the faculty member.

Section 5. The faculty member should state in written reply to the president within no more than ten (10) calendar days after receipt of the president's communication whether he wishes a hearing and generally how he responds to statements contained in the president's letter.

Section 6. The president of the college shall make a decision as to whether or not to refer the proposed dismissal to the appropriate faculty grievance committee for a hearing and recommendation pursuant to its guidelines and regulations and as provided for herein. If the president determines that an advisory hearing is not necessary or appropriate, he may schedule a personal hearing with the faculty member and render a written response within fifteen (15) calendar days after receipt of the faculty member's request.

Section 7. If the president refers the matter to a faculty committee for an advisory hearing, the faculty committee will then establish the time and place of a hearing before it, and so inform the faculty member and the president. The faculty committee shall adopt rules to be followed, appoint a hearing committee and provide for the hearing procedure. At the hearing, the faculty member shall be given an opportunity to respond to and introduce evidence with respect to the statement of reasons for termination and shall have the right to be represented by legal counsel. There shall be provisions for recording all evidence offered at the hearing.

Section 8. The hearing before the faculty committee shall be conducted within thirty (30) calendar days of the request for a hearing. The hearing committee shall render its written recommendation to the faculty member and to the president within ten (10) calendar days after the hearing is closed.

Section 9. Within ten (10) calendar days after receiving the recommendation from the faculty committee, the president shall render his decision in writing to the faculty member.

Section 10. If the faculty member is not satisfied with the decision of the president he may make a written request to the Board within ten (10) calendar days of the receipt of the president's decision requesting a hearing before the Board.

Section 11. The Board will consider the request for hearing in its normal order of business, and its decision will be transmitted to the parties promptly.

Section 12. The date for a hearing by the Board on termination of services of a faculty member will allow at least two weeks for the faculty member to prepare his defense, will allow him to be represented by counsel of his choice, to present witnesses and affidavits in his defense, and to question adverse witnesses.

Section 13. The decision of the Board will be final. The dismissed faculty member may seek recourse under appropriate state and federal law.

Section 14. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed.

Section 15. Time limits provided herein should be adhered to unless modifications are agreed to by the parties to the dismissal.

ARTICLE XII.
BOARD POLICY

Section 1. This agreement shall supersede any rules, regulations, or practices of the Board which shall be specifically contrary to or inconsistent with the terms of this agreement.

Section 2. All Board policy concerning terms and conditions of employment may not be eliminated or modified in any way during the term of this contract without consulting with SCEA.

Section 3. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this agreement are retained by the Board and the individual campus administrations and remain exclusively within the rights of the Board and the individual campus administration.

ARTICLE XIII.
MISCELLANEOUS

Section 1. The use of "he" or "his" in this agreement shall be considered gender-neutral and shall apply to both male and female faculty members.

ARTICLE XIV.
DURATION AND LIMITATIONS OF CONTRACT

Section 1. This instrument constitutes the entire contract between the parties hereto and the Board, the Association and the faculty members will abide by it.

Section 2. The contract will be reopened on May 1, 1984, for the specific purpose of negotiating a common base as spelled out in Article IV, Section 4(a) and 4(c), and also for the purpose of negotiating a reference group if no agreement is reached as provided for in Article IV, Section 5.

Section 3. The contract will be reopened on May 1, 1984, and May 1, 1985, for the following specific purposes:

a. To negotiate on fringe benefits.
b. To negotiate on Article IV, Section 4(d).

Section 4. The balance of the contract shall continue in full force and effect until June 30, 1986.

Section 5. In the event the parties fail to reach agreement at the time of the reopeners provided for herein, then either party may proceed under the statutes pertaining to the Commission of Industrial Relations.

Section 6. This agreement shall become effective on the day of , 1983, and shall continue in full force and effect until the day of , 198 .

DATED this day of , 1983.

BOARD OF TRUSTEES FOR NEBRASKA STATE COLEGES

By_____
Board Chairman

By_____
Executive Officer

By_____
Legal Counsel

STATE COLLEGE EDUCATION ASSOCIATION

By_____
President SCEA

By_____
Chief Negotiator SCEA

By_____
Team Member SCEA

Board Negotiating Team
Dr. Ed M. Elliott, WSC
Mr. Earl Rademacher, KSC
Dr. Clyde Barrett, PSC

MEMORANDUM OF UNDERSTANDING to the agreement between the Board of Trustees for the Nebraska State Colleges and the State College Education Association dated 3 February, 1984, pertaining to reopener provisions of said contract.

1. The parties agree to request from the Legislature for the 1985-86 budget year $245,423. in salary improvement dollars, plus retirement and social security fringe benefits to cover these added dollars.

2. The parties agree to request from the Legislature for the 1985-86 budget year a one (1) percent increase in Board paid retirement funds.

3. 1984-85 promotion minimums are agreed to increase 10.3% over those found in the contract, namely:

Assistant Professor	$19,285.
Associate Professor	$22,350.
Professor	$27,060.

4. 1984-85 new hire minimums are agreed to increase 7% over those found in the contract, namely:

Instructor	$14,445.
Assistant Professor	$17,975.
Associate Professor	$21,025.
Professor	$23,230.

DATED this 26th day of June, 1984.

BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES

By _____
Bargaining Team Chair

By _____
Board Chairman

STATE COLLEGE EDUCATION
ASSOCIATION

By _____
Chief Negotiator, SCEA

By _____
President, SCEA

MEMORANDUM OF UNDERSTANDING to the agreement between the Board of Trustees for the Nebraska State Colleges and the State College Education Association, dated 3 February, 1984, pertaining to reopener provisions of said contract.

1. The parties agree to request from the Legislature for the 1986-87 budget year $614,633. in salary improvement dollars, plus retirement and social security fringe benefits to cover these added dollars.

2. The parties agree to request from the Legislature for the 1986-87 budget year a one (1) percent increase in Board paid retirement funds.

3. 1985-86 promotion minimums are agreed to increase 3% over those found in the 1984 addendum, namely:

Assistant Professor	$19,865.
Associate Professor	$23,225.
Professor	$27,870.

4. 1985-86 new hire minimums are agreed to increase 2.0% over those found in the contract, namely:

Instructor	$14,735.
Assistant Professor	$18,335.
Associate Professor	$21,445.
Professor	$25,735.

5. The Board agrees to provide a three (3) percent across the board salary increase for all SCEA faculty retroactive to the start of the 1985-86 Academic Year.

6. The Board agrees to an increased payment of the Board's portion of the health insurance increase for 1985-86.

7. The Board agrees to an increase of the Board's payment of employee term life insurance from $10,000. of such insurance to $20,000., effective with the next complete monthly pay period beginning two weeks after the mutual agreement.

8. The Board agrees to an increase of the Board's educational tuition remission program from 25% to 50%, using the same guidelines for the award as are presently in place, and commencing with the Spring Semester, 1986.

9. It is further understood by all parties that the Board's considerations beyond those specifically called for in the Collective Bargaining contract are not meant to be precedent setting, nor are they intended to abdicate any rights of the Board under the present contract pertaining to the bargaining of salary or fringe benefits during the present or future years governed by this contract.

DATED this day of October, 1985.

BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES

By _____
Bargaining Team Chair

By _____
Board of Trustees President

STATE COLLEGE EDUCATION
ASSOCIATION

By _____
Chief Negotiator, SCEA

By _____
President, SCEA